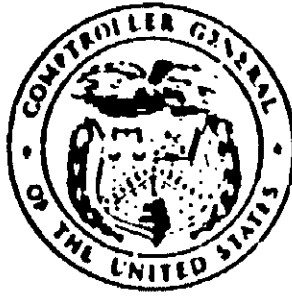


Agree.
119332

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-204075

DATE: August 31, 1982

MATTER OF: Armidir Ltd.

DIGEST:

1. Protest alleging that protester's offer was lower priced than awardee's offer is denied where record shows that calculation of total price using evaluation scheme set out in RFP results in awardee having the lowest evaluated price.
2. Allegation that agency knew, or should have known, that awardee's proposal was technically unacceptable is denied where record shows that allegation is based on unreasonable interpretation of RFP's mandatory experience requirement and misreading of official records.
3. Allegation, that after award the contracting agency allowed awardee to improperly substitute technician for technician named in the awardee's proposal, relates to contract administration and will not be reviewed by GAO.
4. Allegation, that after award, awardee failed to comply with contractual security requirement, relates to contract administration and will not be reviewed by GAO.

Armidir Ltd. (Armidir) protests the Navy's award of a technical/support services contract to 21st Century Communications of Tidewater, Inc. (21st Century), under request for proposals (RFP) N00039-81-R-0378(Q) issued by the Naval Electronic Systems Command, Washington, D.C.

The RFP provides for the reprocurement of services which Armidir was to have furnished under a prior contract which the Navy terminated for default.

Armidir advances three grounds of protest; (1) Armidir was the low offeror; (2) the Navy knew, or should have known, that 21st Century's proposal was technically unacceptable; and (3) 21st Century improperly substituted technicians and failed to comply with the security requirements after award. The Navy contests all three grounds. We are in part denying and in part dismissing the protest because the record does not support Armidir's contentions regarding the first two grounds and the third ground is not for our consideration as it relates to contract administration.

LOW OFFER

Armidir contends that it submitted the low offer. This contention ignores the evaluation scheme set out in the RFP which states that in determining the lowest priced offer, the Navy will limit its consideration to: (1) the price of technical services for the first year and 3 option years and (2) the price of only a portion (overtime) of the support services for the first year and 3 option years. Under this scheme, support services in the nature of travel and subsistence, although priced, were not evaluated. Using the scheme, and applying a 10-percent prompt-payment discount to Armidir's offer, the result is 21st Century \$151,654.96 and Armidir \$168,386.40. Consequently, we see no merit in Armidir's contention that its total evaluated offer was lower than 21st Century's.

TECHNICAL ACCEPTABILITY OF 21ST CENTURY'S PROPOSAL

Three proposals were received in response to the RFP. A technical evaluation board (TEB) evaluated the proposals and found all to be technically acceptable. The contract was thereupon awarded, without discussions, to 21st Century, the lowest priced, acceptable offeror.

Armidir urges that the award is improper because 21st Century could not actually comply with an RFP provision which under the general heading of personnel

requirements sets out the general qualifications, availability, education, and experience required. Specifically:

"The contractor employee must have at least three years maintenance experience in at least the fields listed in the specific requirements section of the task to which assigned." (Emphasis supplied.) (Hereafter clause "A.")

Armidir argues that 21st Century's proposal is technically unacceptable because the Navy knew, or should have known, that the individual 21st Century offered to provide as a technician did not actually have the qualifications (called for in the RFP) which the resume accompanying 21st Century's proposal indicated he had. The Navy has summarized the questioned resume as follows:

"The resume states that the employee has secret clearance, and that he has over 9 years experience in the repair of the specific equipment referenced in the solicitation. The resume further states that the employee has spent the past 5 years providing services identical to those solicited."

The specific requirements section referred to in clause "A" is found in the statement of work and reads:

"3.1 TASK A

"The contractor shall furnish * * * on-site advice, instruction, and training to Naval personnel * * * in the installation, operation, and maintenance of Naval Electronic equipments and systems necessary to maintain below listed equipments in a high state of military readiness."

"Equipment = SATNAV [Satellite Navigation]

"Primary = AN/SRN-9, 9A
= AN/SRN-18
= AN/WRN-5
= AN/BRN-6"

(Emphasis supplied.) (Hereafter clause "B.")

Armidir's position is that when clause "A," which the Navy advises is a mandatory requirement, references maintenance experience in "the fields listed" in clause "B," such referencing includes experience in each and every item of equipment listed in clause "B." The Navy disagrees with Armidir's interpretation and distinguishes between clause "A" (personnel requirements) and clause "B" (statement of work), saying in effect that clause "A" stands alone and 3 years' experience in the SATNAV field is all that is required to satisfy this mandatory requirement. The Navy appears to take the position that clause "A" stands alone as a definitive responsibility criterion, while clause "B" is a matter of technical acceptability to be evaluated on an offeror-by-offeror basis against the evaluation criteria. According to the Navy, the individual equipment items listed in clause "B" are elements which compose the field (SATNAV) and a particular offeror's degree of experience with these elements is weighed against that of other offerors under seven evaluation criteria, six of which cover the specific experience of the individual employee which the offeror proposes to assign to the performance of the contract.

This weighing of an individual's experience as set out in an offeror's technical proposal is clearly a matter of technical acceptability. The six evaluation criteria directed at the individual's experience are:

(1) "the maintenance and repair of the primary equipments specified * * * (emphasis in original)";

(2) "providing field services (technical assistance and on-the-job-training) and field service engineering";

(3) "US Navy experience * * * in the electronics field,"

(4) "prior MOTU [Mobile Technical Unit] experience"

(5) "background and/or experience indicative of an ability to conduct classroom and shipboard instruction"

(6) "specialized education * * *
directly applicable to the type of work
to be performed."

Armidir's argument is based on its interpretation of official records, obtained under the Freedom of Information Act, which, in Armidir's opinion, establish that the 21st Century technician lacked 3 years' experience on each and every item of equipment listed in clause "B."

In reviewing an allegation of improper technical evaluation, GAO does not independently determine the acceptability or relative merit of technical proposals. Our review is limited to examining whether the Navy's evaluation was fair and reasonable. See Joule Technical Corporation, B-197249, September 30, 1980, 80-2 CPD 231. Moreover, procuring agencies are relatively free to determine the manner in which proposals will be evaluated so long as the chosen method provides a rational basis for source selection and the actual evaluation is conducted in accordance with the established evaluation criteria. See Francis & Jackson, Associates, 57 Comp. Gen. 244 (1978), 78-1 CPD 79. Finally, where there is an irreconcilable conflict between the agency's and the protester's versions of the facts, in the absence of probative evidence (other than statements from each side), we must accept the agency's version of the facts. Contract Support Company, B-184845, March 19, 1976, 76-1 CPD 184.

In essence, the Navy's answer to Armidir's allegation is that Armidir has misunderstood the RFP and misconstrued the information found in the official records. First, in the Navy's view, the RFP only required 3 years' experience in the SATNAV field and not 3 years' experience on each item of equipment listed in clause "B." Second, the Navy believes that Armidir has failed to understand that the SATNAV field is encompassed within a larger field, NAVAIDS (Navigational Aids). Accordingly, the fact that official records show the proposed technician has substantial NAVAIDS experience and little SATNAV experience does not preclude the TEB from reasonably finding that 21st Century's technician

had 3 years' SATNAV experience for three reasons. First, some of the records relied upon only show the repair of specific items of SATNAV equipment and do not reflect the technician's experience in conducting regular inspection and maintenance of SATNAV equipment, even though it was occurring regularly during the reporting period. Second, other records relied on are computer printouts in which the Navy reports:

"* * * It is possible that SATNAV experience is included in this field designation of experience as NAVAIDS. The experience listing in the field is often set forth as 'NAVAIDS/SATNAV.' Discussions with field personnel indicate that they will often use a shorthand for 'NAVAIDS/SATNAV' by simply saying 'NAVAIDS.' The * * * document does not demonstrate that * * * [the technician] has no experience or qualifications on SATNAV equipment; it merely states that he does have experience on NAVAIDS equipment. Furthermore, to the extent that the * * * document is relied upon by Armidir to disprove * * * [that technician's] SATNAV experience, the document is wrong. The TEB determined that * * * [the technician] had extensive SATNAV training and was performing acceptably under a NAVAIDS/SATNAV contract."

Third, the Navy reports that from 1976 to 1981, the technician was employed at MOTU 13 repairing, maintaining, and inspecting the same items of SATNAV equipment set out in clause "B."

We subscribe to the above Navy arguments to support the technical acceptability of 21st Century's proposal. In our view, Armidir has failed to demonstrate that the Navy's interpretation of the experience requirements is unreasonable. Armidir has also failed to establish that 21st Century's technician did not meet the 3-year experience requirement set out in clause "A."

IMPROPER SUBSTITUTION OF TECHNICIAN AND COMPLIANCE WITH
THE SECURITY REQUIREMENT

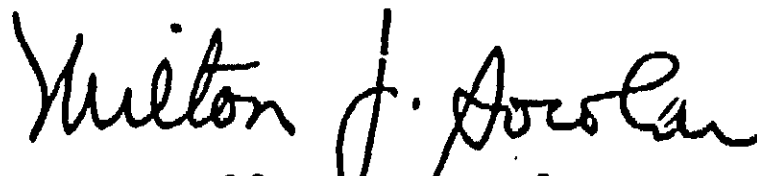
Armidir contends that following award, the Navy improperly allowed 21st Century to substitute a less qualified technician for the technician named in its proposal. We do not consider contentions of this nature. 21st Century's performance or failure to perform in accordance with the contract specifications, as well as the Navy's response thereto, is a matter of contract administration properly for the resolution of the contracting parties. Potomac Documentation and Design, Inc., B-197347, B-197349, September 19, 1980, 80-2 CPD 211. We note, however, that the LFP contemplated personnel substitutions during performance of the contract and provided for prior approval of any proposed substitutions. The Navy advises that the substitute's qualifications were reviewed and found acceptable.

Armidir further contends that 21st Century failed to comply with a contractual security requirement that:

"The Contractor employee must possess a security clearance of at least Interim Secret prior to assignment under the contract."

Compliance with this requirement is also a matter of contract administration. Therefore, we will not consider it for the reasons set out above. We note, however, that the Navy reports that the technician originally proposed by 21st Century "had been cleared for secret since 29 July 1976 and * * * this clearance was transferred to 21st Century * * * from another company." 21st Century was merely required to have the individual's clearance in order 15 days after contract award. The transfer was accomplished within the required timeframe.

Accordingly, the protest is denied in part and dismissed in part.


Acting Comptroller General
of the United States